

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") govern all quotations, proposals, sales, deliveries, and transactions between Industrial Ladder and Scaffolding, Inc. ("Seller") and the purchaser ("Buyer").

Buyer's acceptance of Seller's quotation, issuance of a purchase order, authorization to proceed with fabrication, acceptance of goods, or failure to object in writing within five (5) days of receipt of Seller's order acknowledgement shall constitute Buyer's acceptance of these Terms. Any additional or conflicting terms contained in Buyer's purchase order, subcontract, or other documents are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by Seller.

These Terms shall apply notwithstanding any contrary terms proposed by Buyer and shall control the transaction pursuant to applicable provisions of the Uniform Commercial Code.

1. PAYMENT TERMS

Unless otherwise agreed in writing, payment terms are **Net Thirty (30) days** from the date of invoice for Buyers with an approved credit account.

Seller reserves the right, at its sole discretion, to:

- require deposits or progress payments
- suspend performance for nonpayment
- revoke credit privileges
- require full payment prior to shipment.

Payment to Seller is **not contingent upon payment received by Buyer from any third party**, including owners, lenders, or contractors. No retainage shall be withheld from payments due to Seller.

Invoices not paid within thirty (30) days shall accrue interest at **1% per month (12% annually)** or the maximum rate permitted by law.

Buyer shall be responsible for all costs incurred by Seller in collecting overdue amounts, including but not limited to attorney's fees, court costs, collection agency fees, and administrative expenses.

2. PRICES AND QUOTATIONS

Unless otherwise stated in writing, all quotations are valid for **thirty (30) days** from the date issued.

Prices are based upon conditions existing at the time of quotation. Seller reserves the right to adjust pricing if:

- quantities change
- plans or specifications change
- project scope changes
- material costs increase
- tariffs, duties, or taxes change.

Any work or materials not specifically included in Seller's quotation shall be considered **extra work** and shall be billed accordingly.

3. DELIVERY AND LEAD TIMES

Delivery dates provided by Seller are **estimates only** and are not guaranteed.

Seller shall not be liable for delays resulting from circumstances beyond its control, including but not limited to:

- supply chain disruptions
- material shortages
- labor shortages
- transportation delays
- acts of God
- weather conditions
- governmental actions
- strikes or labor disputes.

Seller shall not be responsible for any damages, penalties, backcharges, liquidated damages, or project delays arising from delivery delays.

Seller reserves the right to make **partial shipments** and invoice such shipments separately.

4. FREIGHT AND RISK OF LOSS

Unless otherwise agreed in writing, all shipments are **F.O.B. Seller's shipping point**.

Risk of loss or damage transfers to Buyer upon delivery of goods to the carrier.

Buyer shall inspect all goods immediately upon delivery and note any damage or shortage on the carrier's Bill of Lading.

Claims for freight damage or shortage must be filed directly with the delivering carrier. Seller shall not be responsible for damage occurring in transit.

Freight estimates provided by Seller are subject to change and are not guaranteed.

5. INSTALLATION AND FIELD CONDITIONS

Seller provides **material supply only** unless otherwise expressly agreed in writing.

Seller shall not be responsible for:

- installation
- field measurements
- jobsite conditions
- coordination with other trades
- compliance with building codes.

Buyer shall ensure that Seller's products are installed by qualified personnel and in accordance with manufacturer instructions and applicable codes.

Seller shall not be responsible for damage or failure caused by improper installation or misuse of the products.

6. BUYER SUPPLIED PLANS AND SPECIFICATIONS

Buyer represents and warrants that all drawings, specifications, and other information provided to Seller are accurate and comply with applicable laws, codes, and regulations.

Seller shall not be responsible for errors or omissions in such documents.

Buyer is responsible for verifying all field dimensions and site conditions prior to installation.

7. SHOP DRAWINGS AND SUBMITTALS

Shop drawings or submittals prepared by Seller are provided for general reference purposes only and do not relieve Buyer of responsibility for verifying dimensions, site conditions, or coordination with other trades.

Approval of shop drawings by Buyer, contractor, architect, or engineer shall constitute confirmation that the drawings are acceptable for fabrication.

Seller shall not be responsible for field conditions differing from those indicated on approved shop drawings.

8. STRUCTURAL DESIGN AND ENGINEERING

Structural calculations, engineering, and design required to support Seller's products are the sole responsibility of Buyer or Buyer's design professionals.

Seller makes no representation regarding the structural adequacy of any structure to which its products are attached.

Any structural reinforcement required for installation shall be the responsibility of Buyer.

9. MOCKUPS, TESTING, AND SPECIAL REQUIREMENTS

Unless specifically included in Seller's quotation, the following items are excluded from Seller's scope:

- mockups
- structural calculations
- special inspections
- testing or certifications
- project-specific engineering.

Any such requirements shall be performed at Buyer's expense.

10. BONDS, PERMITS, AND INSURANCE

Seller's pricing does not include costs associated with:

- performance bonds
- payment bonds
- project-specific insurance
- permits or regulatory approvals.

Any such requirements must be agreed upon in writing and may result in additional charges.

11. TAXES

Buyer shall pay all applicable federal, state, and local taxes unless a valid exemption certificate is provided.

12. WARRANTY

Seller warrants that goods supplied shall be free from defects in material and workmanship at the time of delivery.

Seller's sole obligation shall be limited to repair or replacement of defective goods, at Seller's discretion.

This warranty does not apply to products that have been:

- improperly installed
- modified
- abused or misused
- damaged due to structural failure or environmental conditions.

Except as expressly stated herein, Seller disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

13. LIMITATION OF LIABILITY

Seller's total liability arising out of the sale of goods shall not exceed the **purchase price of the goods supplied**.

Under no circumstances shall Seller be liable for incidental, indirect, or consequential damages, including but not limited to:

- lost profits
 - project delays
 - labor costs
 - equipment costs
 - crane time
 - liquidated damages.
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14. INDEMNIFICATION

Buyer agrees to indemnify, defend, and hold harmless Seller from any claims, damages, losses, or expenses arising out of:

- improper installation
 - misuse of products
 - structural inadequacy of supporting construction
 - failure to follow manufacturer instructions
 - Buyer's negligence or that of its contractors or agents.
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15. CANCELLATION

Orders cancelled after fabrication has begun shall be subject to payment for all costs incurred by Seller including labor, materials, engineering, and overhead.

Orders cancelled prior to fabrication shall be subject to a **minimum cancellation charge of ten percent (10%) of the purchase price**.

16. RETURNS

Returns must be authorized in writing by Seller.

Authorized returns are subject to a **minimum thirty percent (30%) restocking fee** and must be returned in new and resalable condition.

Custom fabricated products are non-returnable.

Buyer is responsible for all return freight costs.

17. STORAGE

If shipment is delayed at Buyer's request or due to Buyer's inability to accept delivery, Seller may invoice the goods and charge reasonable storage and handling fees.

18. ACCEPTANCE OF GOODS

Goods shall be deemed accepted unless Buyer provides written notice of defect within **five (5) days of delivery**.

19. FORCE MAJEURE

Seller shall not be liable for failure or delay in performance caused by events beyond its reasonable control including acts of God, labor disputes, material shortages, transportation interruptions, or governmental actions.

20. ASSIGNMENT

Buyer shall not assign or transfer its rights or obligations under this agreement without the prior written consent of Seller.

21. SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22. GOVERNING LAW AND VENUE

These Terms shall be governed by the laws of the **State of California**. Any legal action arising from these Terms shall be brought exclusively in courts located within the State of California.

23. ENTIRE AGREEMENT

These Terms constitute the entire agreement between Buyer and Seller and supersede all prior agreements, communications, or understandings.

No modification of these Terms shall be binding unless made in writing and signed by an authorized representative of Seller.